



CERTIFICATE OF LIABILITY INSURANCE

1/1/2023

DATE (MM/DD/YYYY)
12/17/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

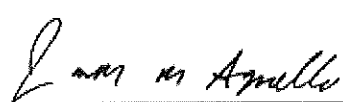
PRODUCER Lockton Companies 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000	CONTACT NAME: PHONE (A/C, No, Ext): _____ FAX (A/C, No): _____ E-MAIL ADDRESS: _____	
	INSURER(S) AFFORDING COVERAGE	
INSURED TERRACON CONSULTANTS, INC. 1344054 1506 MID-CITIES DRIVE PHARR TX 78577	INSURER A : Allied World Assurance Company (U.S.) Inc.	
	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	

COVERAGES TERCO01 **CERTIFICATE NUMBER:** 15612109 **REVISION NUMBER:** XXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX DAMAGE TO RENTED PREMISES (Ea occurrence) \$ XXXXXXXX MED EXP (Any one person) \$ XXXXXXXX PERSONAL & ADV INJURY \$ XXXXXXXX GENERAL AGGREGATE \$ XXXXXXXX PRODUCTS - COMP/OP AGG \$ XXXXXXXX \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY			NOT APPLICABLE			COMBINED SINGLE LIMIT (Ea accident) \$ XXXXXXXX BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX AGGREGATE \$ XXXXXXXX \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	NOT APPLICABLE			PER STATUTE OTHER E.L. EACH ACCIDENT \$ XXXXXXXX E.L. DISEASE - EA EMPLOYEE \$ XXXXXXXX E.L. DISEASE - POLICY LIMIT \$ XXXXXXXX
A	CONTRACTOR'S POLLUTION LIABILITY	Y	Y	0312-9506	01/01/2021	01/01/2023	\$2,000,000 EACH LOSS \$4,000,000 AGGREGATE

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: C-21-0519-12-25 ON-CALL GEOTECHNICAL AND CONSTRUCTION MATERIALS TESTING SERVICES - PRECINCT 4. HIDALGO COUNTY, TEXAS IS ADDITIONAL INSURED ON A PRIMARY AND NON-CONTRIBUTORY BASIS AS RESPECTS TO CONTRACTOR'S POLLUTION LIABILITY AS REQUIRED BY WRITTEN CONTRACT. WAIVER OF SUBROGATION APPLIES TO CONTRACTOR'S POLLUTION LIABILITY WHERE ALLOWED BY STATE LAW AND AS REQUIRED BY WRITTEN CONTRACT.

CERTIFICATE HOLDER 15612109 HIDALGO COUNTY, TEXAS ATTN: PURCHASING DEPARTMENT 2812 S. BUSINESS HWY 281 EDINBURG TX 78539	CANCELLATION See Attachments SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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Contractor's Pollution Liability

Policy No.: 0312-9506

SECTION II- WHO IS AN INSURED

4. Any person or organization with whom you agree to include as an insured in a written contract or written agreement, but only with respect to bodily injury, property damage, environmental damage or emergency response expense arising out of your work.

ENV-CPL 0003 00 (02/12)

Contractor's Pollution Liability

Policy No. 0312-9506

Waiver of Subrogation

17. Transfer of Rights of Recovery Against Others to Us

If you have rights to recover all or part of any payment we have made under this policy, those rights are transferred to us. You must do nothing after loss to impair them. At our request, you will bring suit or transfer those rights to us and help us enforce them. However, we waive our right(s) of recovery against any person or organization if and to the extent you have agreed to waive your right(s) of recovery against such person or organization in a written contract signed by you prior to the first commencement of a pollution incident out of which the claim or request for emergency response expense arises under Section I - Coverages, 1. Insuring Agreement.

Any recovery as a result of subrogation proceedings arising out of the payment of loss covered under this policy shall accrue first to us to the extent of our payment under the policy, and then to you to the extent of your deductible. Expenses incurred in such subrogation proceedings shall be apportioned among the interested parties in the recovery in the proportion that each interested party's share in the recovery bears to the total recovery.

ENV-CPL 00003 00 (02/12)

Contractor's Pollution Liability

Policy No.: 0312-9506

CANCELLATION CONDITION AMENDMENT – NOTICE TO OTHERS WHERE REQUIRED BY
CONTRACT

It is hereby agreed that **SECTION V – CONDITIONS, 3. Cancellation**, is amended by the addition of the following:

1. If:
 - a. this policy is cancelled by us for a reason other than nonpayment of premium; and
 - b. at the time of the first Named Insured's receipt of the notice of cancellation from us, the first Named Insured is obligated, pursuant to a written contract or written agreement, to notify a certificate holder that the policy is being cancelled; and
 - c. after the first Named Insured's receipt of the notice of cancellation from us and before the effective date of cancellation set forth in the notice, the first Named Insured, either directly or through its broker of record, provides us with and we receive, in writing, the name and mailing address of the certificate holder or the email address of a contact person at the certificate holder,

then we will endeavor to mail or deliver advice of such cancellation to the certificate holder as a courtesy only.

Proof of our mailing or emailing of the advice of such cancellation to the certificate holder, using the information provided by the first Named Insured, will be sufficient proof that we have satisfied our obligations under this endorsement.

2. Notwithstanding paragraph 1. above, our failure to mail or deliver advice of such cancellation to any certificate holder will not invalidate or otherwise affect the cancellation of this policy or the effective date of cancellation.

All other terms and conditions of this policy remain unchanged.



CERTIFICATE OF LIABILITY INSURANCE

4/1/2022

DATE (MM/DD/YYYY)
12/17/2021

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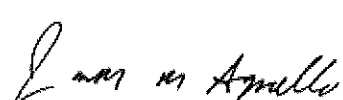
PRODUCER Lockton Companies 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000	CONTACT NAME: PHONE (A/C, No, Ext): _____ FAX (A/C, No): _____ E-MAIL ADDRESS: _____																				
	<table border="1"> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A: Lexington Insurance Company</td> <td></td> <td>19437</td> </tr> <tr> <td>INSURER B: Travelers Property Casualty Co of America</td> <td></td> <td>25674</td> </tr> <tr> <td>INSURER C: Travelers Indemnity Company of America</td> <td></td> <td>25666</td> </tr> <tr> <td>INSURER D:</td> <td></td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A: Lexington Insurance Company		19437	INSURER B: Travelers Property Casualty Co of America		25674	INSURER C: Travelers Indemnity Company of America		25666	INSURER D:			INSURER E:			INSURER F:	
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INSURED TERRACON CONSULTANTS, INC. 1363472 1506 MID-CITIES DR. PHARR TX 78577																					

COVERAGES **CERTIFICATE NUMBER:** 15612105 **REVISION NUMBER:** XXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> CONTRACTUAL LIAB <input checked="" type="checkbox"/> XCU COVERAGE GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:		Y	Y	TC2J-GLSA-1118L293	01/01/2022	04/01/2022	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 25,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY		Y	Y	TC2J-CAP-131J3858, TJBAP131J3895	01/01/2022	04/01/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ XXXXXXX BODILY INJURY (Per accident) \$ XXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXX \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$		Y	Y	ZUP-91M46583 (EXCLUDES PROF. LIAB.)	01/01/2022	04/01/2023	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
B	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	Y	UB-6S387647-22-51R (AOS) UB-6S630271-22-51R(AZ,MA)	01/01/2022	04/01/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	PROFESSIONAL LIABILITY		N	N	26030216	01/01/2022	04/01/2023	\$5,000,000 EACH CLAIM & \$5,000,000 IN THE ANNUAL AGGREGATE

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 RE: C-18220-09-25 - P88181128. HIDALGO COUNTY, TEXAS IS ADDITIONAL INSURED AS RESPECTS TO GENERAL, AUTO, AND EXCESS/UMBRELLA LIABILITY AS REQUIRED BY WRITTEN CONTRACT. THE GENERAL LIABILITY IS PRIMARY AND NON-CONTRIBUTORY. WAIVER OF SUBROGATION APPLIES TO GENERAL, AUTO, EXCESS/UMBRELLA AND WORKERS COMPENSATION/EMPLOYERS LIABILITY WHERE ALLOWED BY STATE LAW AND AS REQUIRED BY WRITTEN CONTRACT. THE UMBRELLA LIABILITY IS FOLLOW FORM OVER THE GENERAL LIABILITY, AUTO LIABILITY, AND EMPLOYER'S LIABILITY PER THE POLICY TERMS, CONDITIONS, AND EXCLUSIONS.

CERTIFICATE HOLDER	CANCELLATION See Attachments
15612105 HIDALGO COUNTY, TEXAS ATTN: PURCHASING DEPARTMENT 2812 S. BUSINESS HWY 281 EDINBURG TX 78539	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 

Attachment Code : D602147 Certificate ID : 15612105

Lockton Companies
444 W. 47th Street, Suite 900
Kansas City, MO 64112

TERRACON CONSULTANTS, INC..; 1363472



15612105
HIDALGO COUNTY, TEXAS
2812 S. BUSINESS HWY 281,
EDINBURG, TX 78539

Dear Valued Client:

In our continuing effort to provide timely certificate delivery, Lockton Companies is utilizing paperless delivery of Certificates of Insurance.

To ensure electronic delivery for future renewals of this certificate, we need your email address. Please contact us via the email below and reference Certificate ID: 15612105. You must reference this Certificate ID number in order for us to complete this process.

📧 Certificate ID: 15612105
📧 Email: kctsu@lockton.com
📧 Subject Line: TSU E-Delivery

If you received this certificate through an internet link where the current certificate is viewable, we have your email and no further action is needed.

Please note that after February 2022, printed certificates will no longer be available.

If you no longer need this certificate, please contact us at the email address above, reference the Holder ID number and use this subject line: "Certificate Removal"

NOTE: The above email is a collector email regarding electronic delivery of certificates only. Please do NOT send certificate requests or other insurance inquiries to this inbox as responses will be delayed or missed.

Thank you for your cooperation and willingness in reducing our environmental footprint.

Lockton Companies
Technical Services Unit

POLICY NUMBER:
TC2J-GLSA-1118L293

COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**BLANKET ADDITIONAL INSURED - AUTOMATIC STATUS
IF REQUIRED BY WRITTEN CONTRACT
(CONTRACTORS)**

This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE PART

1. The following is added to SECTION II - WHO IS AN INSURED:

Any person or organization that:

- a. You agree in a "written contract requiring insurance" to include as an additional insured on this Coverage Part; and
- b. Has not been added as an additional insured for the same project by attachment of an endorsement under this Coverage Part which includes such person or organization in the endorsement's schedule;

is an insured, but:

- a. Only with respect to liability for "bodily injury", "property damage" or "personal injury"; and
- b. Only as described in Paragraph (1), (2) or (3) below, whichever applies:
 - (1) If the "Written contract requiring insurance" specifically requires you to provide additional insured coverage to that person or organization by the use of:
 - (a) The Additional Insured - Owners, Lessees or Contractors - (Form B) endorsement CG 20 10 11 85; or
 - (b) Either or both of the following: the Additional Insured - Owners, Lessees or Contractors - Scheduled Person Or Organization endorsement CG 20 10 10 01, or the Additional Insured - Owners, Lessees or Contractors - Completed Operations endorsement CG 20 37 10 01;the person or organization is an additional insured only if the injury or damage arises out of "your work" to which the "written contract requiring insurance" applies;
 - (2) If the "written contract requiring insurance" specifically requires you to provide additional insured coverage to that person or organization by the use of:
 - (a) The Additional Insured - Owners, Lessees or Contractors - Scheduled Person or Organization endorsement CG 20 10 07 04 or CG 20 10 04 13, the Additional Insured - Owners, Lessees or Contractors - Completed Operations endorsement CG 20 37 07 04 or CG 20 37 04 13, or both of such endorsements with either of those edition dates; or
 - (b) Either or both of the following: the Additional Insured - Owners, Lessees or Contractors - Scheduled Person Or Organization endorsement CG 20 10 10 01, or the Additional Insured Owners, Lessees or Contractors - Completed Operations endorsement CG 20 37, without an edition date of such endorsement specified;the person or organization is an additional insured only if the injury or damage is caused,

- in whole or in part, by acts or omissions of you or your subcontractor in the performance of "your work" to which the "written contract requiring insurance" applies; or
- (3)** If neither Paragraph **(1)** nor **(2)** above applies:
- (a)** The person or organization is an additional insured only if, and to the extent that, the injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the "written contract requiring insurance" applies; and
 - (b)** The person or organization does not qualify as an additional insured with respect to the independent acts or omissions of such person or organization.
- 2.** The insurance provided to the additional insured by this endorsement is limited as follows:
- a.** If the Limits of Insurance of this Coverage Part shown in the Declarations exceed the minimum limits of liability required by the "written contract requiring insurance", the insurance provided to the additional insured will be limited to such minimum required limits of liability. For the purposes of determining whether this limitation applies, the minimum limits of liability required by the "written contract requiring insurance" will be considered to include the minimum limits of liability of any Umbrella or Excess liability coverage required for the additional insured by that "written contract requiring insurance". This endorsement will not increase the limits of insurance described in Section III - Limits Of Insurance.
 - b.** The insurance provided to the additional insured does not apply to "bodily injury", "property damage" or "personal injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services, including:
 - (1)** The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders or change orders, or the preparing, approving, or failing to prepare or approve, drawings and specifications; and
 - (2)** Supervisory, inspection, architectural or engineering activities.
 - c.** The insurance provided to the additional insured does not apply to "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the "written contract requiring insurance" specifically requires you to provide such coverage for that additional insured during the policy period.
- 3.** The insurance provided to the additional insured by this endorsement is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the additional insured. However, if the "written contract requiring insurance" specifically requires that this insurance apply on a primary basis or a primary and non-contributory basis, this insurance is primary to other insurance available to the additional insured under which that person or organization qualifies as a named insured, and we will not share with that other insurance. But the insurance provided to the additional insured by this endorsement still is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the additional insured when that person or organization is an additional insured, or is any other insured that does not qualify as a named insured, under such other insurance.
- 4.** As a condition of coverage provided to the additional insured by this endorsement:
- a.** The additional insured must give us written notice as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, such notice should include:
 - (1)** How, when and where the "occurrence" or offense took place;
 - (2)** The names and addresses of any injured persons and witnesses; and
 - (3)** The nature and location of any injury or damage arising out of the "occurrence" or

offense.

b. If a claim is made or "suit" is brought against the additional insured, the additional insured must:

(1) Immediately record the specifics of the claim or "suit" and the date received; and

(2) Notify us as soon as practicable.

The additional insured must see to it that we receive written notice of the claim or "suit" as soon as practicable.

c. The additional insured must immediately send us copies of all legal papers received in connection with the claim or "suit", cooperate with us in the investigation or settlement of the claim or defense against the "suit", and otherwise comply with all policy conditions.

d. The additional insured must tender the defense and indemnity of any claim or "suit" to any provider of other insurance which would cover the additional insured for a loss we cover under this endorsement. However, this condition does not affect whether the insurance provided to the additional insured by this endorsement is primary to other insurance available to the additional insured which covers that person or organization as a named insured as described in Paragraph 3. above.

5. The following is added to the **DEFINITIONS** Section:

"Written contract requiring insurance" means that part of any written contract or agreement under which you are required to include a person or organization as an additional insured on this Coverage Part, provided that the "bodily injury" and "property damage" occurs, and the "personal injury" is caused by an offense committed, during the policy period and:

a. After the signing and execution of the contract or agreement by you; and

b. While that part of the contract or agreement is in effect.

CG D6 04 08 13

POLICY NUMBER: TC2J-CAP-131J3858

COMMERCIAL AUTO
ISSUE DATE: 01/01/2022

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**DESIGNATED INSURED FOR COVERED AUTOS LIABILITY
COVERAGE - PRIMARY AND NON-CONTRIBUTORY WITH
OTHER INSURANCE - CONTRACTORS**

This endorsement modifies insurance provided by the following:
BUSINESS AUTO COVERAGE FORM

SCHEDULE OF ADDITIONAL INSURED PERSONS OR ORGANIZATIONS

WHERE REQUIRED BY WRITTEN CONTRACT.

PROVISIONS

1. The following is added to Paragraph c. in A. 1., Who Is An Insured, of SECTION II- COVERED AUTOS LIABILITY COVERAGE:

This includes any person or organization designated in the Schedule Of Additional Insured Persons Or Organizations who you are required under a written contract or agreement, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to name as an additional insured for Covered Autos Liability Coverage, but only for damages to which this insurance applies and only to the extent of that designated person's or organization's liability for the conduct of another "insured".

2. The following is added to Paragraph 5., Other Insurance, in B., General Conditions, of SECTION IV - BUSINESS AUTO CONDITIONS:

Regardless of the provisions of paragraph a. and paragraph d. of this part 5. **Other Insurance**, this insurance is primary to and non-contributory with applicable other insurance under which the person or organization designated in the Schedule of Additional Insured Persons Or Organizations is a named insured when a written contract or agreement with you, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, requires this insurance to be primary and non-contributory.

CA T6 00 02 16

Policy Number: TC2J-GLSA-1118L293
COMMERCIAL GENERAL LIABILITY

CG 24 04 10 93

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Person(s) or Organization(s): Any person or organization for whom you have agreed in a written contract or agreement to waive your right of recovery, but only for payments we make because of:

1. "Bodily injury" or "property damage" that occurs; or
2. "Personal injury" or "advertising injury" caused by an offense committed; after you have executed that contract or agreement.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The **Transfer OF RIGHTS OF RECOVERY AGAINST OTHERS TO US** Condition (section IV-Commercial General Liability Conditions) is amended by the addition of the following:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

COMMERCIAL AUTO
POLICY #TC2J-CAP-131J3858

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET WAIVER OF SUBROGATION

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

Paragraph **A.5. Transfer of Rights of Recovery Against Others to Us** of the CONDITIONS section is replaced by the following:

5. Transfer Of Rights Of Recovery Against Others to Us

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract executed prior to any "accident" or "loss" arises out of the operations contemplated by such contract. The waiver applies only to the person or organization designated in such contract.

CA T3 40 02 15

Policy Numbers:

UB-6S630271-22-51R (AZ,MA,WI)
UB-6S387647-22-51R (AOS)

**WORKERS COMPENSATION AND
EMPLOYERS LIABILITY POLICY
ENDORSEMENT WC 00 03 13(00)**

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit any one not named in the Schedule.

SCHEDULE

DESIGNATED PERSON:

Any person or organization for which the Insured has agreed by written contract executed prior to loss to furnish this waiver.

DESIGNATED ORGANIZATION:

Any person or organization for which the Insured has agreed by written contract executed prior to loss to furnish this waiver.

POLICY NUMBER: TC2J-GLSA-1118L293
COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**DESIGNATED ENTITY - EARLIER NOTICE OF CANCELLATION/NONRENEWAL
PROVIDED BY US**

This endorsement modifies insurance provided under the following:

ALL COVERAGE PARTS INCLUDED IN THIS POLICY

SCHEDULE

CANCELLATION:

Number of Days' Notice: 30

NAME: ANY PERSON OR ORGANIZATION FOR WHOM YOU HAVE AGREED IN A WRITTEN CONTRACT THAT NOTICE OF CANCELLATION, NONRENEWAL OR MATERIAL REDUCTION IN COVERAGE OF THIS POLICY WILL BE GIVEN, BUT ONLY IF:

1. YOU SEE TO IT THAT WE RECEIVE A WRITTEN REQUEST TO PROVIDE SUCH NOTICE, INCLUDING THE NAME AND ADDRESS OF SUCH PERSON OR ORGANIZATION, AFTER THE FIRST NAMED INSURED RECEIVES NOTICE FROM US OF THE CANCELLATION, NONRENEWAL, OR MATERIAL LIMITATION OF THIS POLICY; AND
2. WE RECEIVE SUCH WRITTEN REQUEST AT LEAST 14 DAYS BEFORE THE BEGINNING OF THE APPLICABLE NUMBER OF DAYS SHOWN IN THIS ENDORSEMENT.

ADDRESS: THE ADDRESS FOR THAT PERSON OR ORGANIZATION INCLUDED IN SUCH WRITTEN REQUEST FROM YOU TO US

- A. For any statutorily permitted reason other than nonpayment of premium, the number of days required for notice of cancellation, as provided in the CONDITIONS Section of this insurance, or as amended by any applicable state cancellation endorsement applicable to this insurance, is increased to the number of days shown in the SCHEDULE above.
- B. For any statutorily permitted reason other than nonpayment of premium, the number of days required for notice of When We Do Not Renew (Nonrenewal), as provided in the CONDITIONS Section of this insurance, or as amended by any applicable state When We Do Not Renew (Nonrenewal) endorsement applicable to this insurance, is increased to the number of days shown in the SCHEDULE above.
- C. We will mail notice of cancellation or nonrenewal or material limitation of those coverage forms to the person or organization shown in the schedule above. We will mail the notice with at least the Number of Days indication above before the effective date to our action.

IL T3 54 03 98

POLICY NUMBER: TC2J-CAP-131J3858

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**DESIGNATED ENTITY - NOTICE OF
CANCELLATION PROVIDED BY US**

This endorsement modifies insurance provided under the following:

ALL COVERAGE PARTS INCLUDED IN THIS POLICY

SCHEDULE

CANCELLATION:

Number of Days Notice of Cancellation: 30

NAME: ANY PERSON OR ORGANIZATION FOR WHOM YOU HAVE AGREED IN A WRITTEN CONTRACT THAT NOTICE OF CANCELLATION, OF THIS POLICY WILL BE GIVEN, BUT ONLY IF:

1. YOU SEE TO IT THAT WE RECEIVE A WRITTEN REQUEST TO PROVIDE SUCH NOTICE, INCLUDING THE NAME AND ADDRESS OF SUCH PERSON OR ORGANIZATION, AFTER THE FIRST NAMED INSURED RECEIVES NOTICE FROM US OF THE CANCELLATION OR OF THIS POLICY; AND
2. WE RECEIVE SUCH WRITTEN REQUEST AT LEAST 14 DAYS BEFORE THE BEGINNING OF THE APPLICABLE NUMBER OF DAYS SHOWN IN THIS ENDORSEMENT.

ADDRESS: THE ADDRESS FOR THAT PERSON OR ORGANIZATION INCLUDED IN SUCH WRITTEN REQUEST FROM YOU TO US.

PROVISIONS:

If we cancel this policy for any statutorilly permitted reason other than nonpayment of premium, and a number of days is shown for cancellation in the schedule above, we will mail notice of cancellation to the person or organization shown in the schedule above. We will mail such notice to the address shown in the schedule above at least the number of days shown for cancellation in the schedule above before the effective date of cancellation.

IL T4 05 03 11

**WORKERS COMPENSATION AND
EMPLOYERS LIABILITY POLICY
ENDORSEMENT WC 99 06 R3**

POLICY NUMBER:
UB-6S387647-22-51R (AOS) & UB-6S630271-22-51R (AZ, MA, WI)

**NOTICE OF CANCELLATION
TO DESIGNATED PERSONS OR ORGANIZATIONS**

The following is added to **PART SIX - CONDITIONS**:

Notice of Cancellation to Designated Persons or Organizations

If we cancel this policy for any reason other than non-payment of premium by you, we will provide notice of such cancellation to each person or organization designated in the Schedule below. We will mail or deliver such notice to each person or organization at its listed address in at least the number of days shown for that person or organization before the cancellation is to take effect.

You are responsible for providing us with the information necessary to accurately complete the Schedule below. If we cannot mail or deliver a notice of cancellation to a designated person or organization because the name or address of such designated person or organization provided to us is not accurate or complete, we have no responsibility to mail, deliver or otherwise notify such designated person or organization of the cancellation.

SCHEDULE

Name and Address of Designated Persons or Organizations:

ANY PERSON OR ORGANIZATION FOR WHOM YOU HAVE AGREED IN A WRITTEN CONTRACT THAT NOTICE OF CANCELLATION, OF THIS POLICY WILL BE GIVEN, BUT ONLY IF:

1. YOU SEE TO IT THAT WE RECEIVE A WRITTEN REQUEST TO PROVIDE SUCH NOTICE, INCLUDING THE NAME AND ADDRESS OF SUCH PERSON OR ORGANIZATION, AFTER THE FIRST NAMED INSURED RECEIVES NOTICE FROM US OF THE CANCELLATION OR MATERIAL LIMITATION OF THIS POLICY; AND
2. WE RECEIVE SUCH WRITTEN REQUEST AT LEAST 14 DAYS BEFORE THE BEGINNING OF THE APPLICABLE NUMBER OF DAYS SHOWN IN THIS ENDORSEMENT.

THE ADDRESS FOR THAT PERSON OR ORGANIZATION INCLUDED IN SUCH WRITTEN REQUEST FROM YOU TO US

Number of Days' Notice

30

All other terms and conditions of this policy remain unchanged.

This endorsement, effective 12:01 AM 01/01/2022

Forms a part of policy no.: 026030216

By: LEXINGTON INSURANCE COMPANY

ADVICE OF CANCELLATION TO ENTITIES OTHER THAN THE NAMED INSURED ENDORSEMENT

This endorsement modifies insurance provided by the policy:

SCHEDULE

Name of Certificate Holder(s) and Address:

WHERE PURSUANT TO A CONTRACT OR WRITTEN AGREEMENT THE INSURED HAS AGREED TO PROVIDE SUCH ADVICE OF CANCELLATION

- A. If the **Insurer** cancels this policy, prior written notice of cancellation shall be given to the Certificate Holder(s) shown in the above Schedule (hereinafter, "Certificate Holder(s)") as follows:
1. a ten (10) day prior written notice of cancellation shall be given for nonpayment of premium;
 2. a thirty (30) day prior written notice of cancellation shall be given for any reason other than cancellation for non-payment of premium,
 3. a thirty (30) day prior written notice of shall be given for non-renewal of this policy.
- B. The Insurer shall provide thirty (30) days prior written notice of a material change during the policy period to the Certificate Holder(s).

Other than the right to receive notice of cancellation or a notice of a **material change** as set forth herein, this endorsement confers no rights under this policy to the Certificate Holder(s) including, but not limited to, additional insured status or additional Named Insured status.

The following definitions apply to this endorsement:

1. **Insurer** means the insurance company shown in the header on the Declarations Page of this policy.
2. **Material change** means the addition of an endorsement(s) to the policy after the policy inception date which:
 - a. Reduces the Limits of Insurance/Liability

All other terms and conditions of the policy remain the same.

LX0404



Authorized Representative OR
Countersignature (In states where applicable)